

A. G. Contract No. KR91-1757-TRD
ECS File: JPA-91-62
Phoenix File: 59577
Project: RAM 600-2-505/H083602C
Section: Squaw Peak Highway
Glendale - Northern

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

THIS AGREEMENT is entered into August 13, 1991, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its City Council (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and the City Charter, Chapter 2 Section 2 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape certain areas within the right of way on the Squaw Peak Highway (SR 51), from Glendale to Northern, herein referred to as the "Project", as shown on the Landscape Maintenance Exhibit, attached hereto and made a part hereof.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

	NO. <u>15971</u>
	FILED WITH SECRETARY OF STATE
	Date Filed <u>8-13-91</u>
	<u>Richard H. Atchley</u> Secretary of State
By	<u>Sylvia Rayold</u>

II. SCOPE OF WORK

1. State will:

a. Prepare plans for the landscape project, submit to the City for review and concurrence. Upon concurrence, call for bids and award one or more construction contracts. Administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to State.

b. Maintain the landscaping and irrigation system generally in the right of way within the access control, furnishing all labor, materials (excluding water) and electrical power to maintain the same. The areas for maintenance are shown in the attached Landscape Maintenance Exhibit. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, and shall also include but not be limited to keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Traffic Control Manual."

2. City will:

a. Furnish and install necessary water services for the irrigation systems from water mains to the designated locations within the right of way at the State's expense.

b. Furnish all water to the irrigation system for plantings during the construction contract landscape installation phase and landscape establishment period, and all water thereafter necessary to properly maintain the landscape within all areas of the project, all at City expense.

c. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to City.

d. Maintain the landscaping and irrigation system generally in the right of way outside the access control, furnishing all labor, materials and electrical power to maintain the same. The areas outlining maintenance responsibilities are shown in the attached Landscape Maintenance Exhibit. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, and shall also include but not be limited to keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. The City will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other no less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

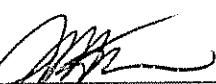
Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 222E/616E
Phoenix, AZ 85007

City of Phoenix
Street Transportation Director
125 E. Washington
Phoenix, AZ 85004

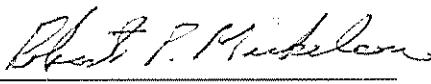
7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

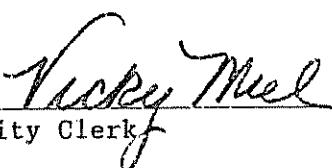
CITY OF PHOENIX, a Municipal
Corporation, Frank Fairbanks,
City Manager

By 
JAMES H. MATTESON, P.E.
Street Transportation Director

STATE OF ARIZONA
Department of Transportation

By 
ROBERT P. MICKELSON
Deputy State Engineer

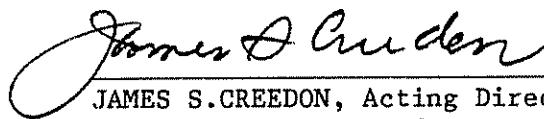
Attest:

By 
Vickie Miel
City Clerk

RESOLUTION

BE IT RESOLVED on this 31st day of May 1991, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Phoenix for the purpose of landscaping certain areas within the right of way on the Squaw Peak Highway (SR 51), from Glendale Avenue to Northern Avenue.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.



JAMES S.CREEDON, Acting Director
Arizona Department of
Transportation

1204j/2

JPA 91-62

APPROVAL OF THE PHOENIX CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF PHOENIX, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 9th day of July, 1991.

ACTING City Attorney

1979j

GREEN — CITY CLERK
 WHITE — CITY ATTORNEY
 BLUE — CITY MANAGER
 PINK — ACCOUNTS NOTIFICATION
 CANARY — DEPARTMENT NOTIFICATION
 BUFF — DEPARTMENT FILE COPY

184 JUN 17 PH 4-47

CITY OF PHOENIX, ARIZONA

CITY CLERK REQUEST FOR COUNCIL ACTION

6-26

ALL RCAs MUST BE IN THE CITY MANAGER'S OFFICE BY NOON ON THE TUESDAY, SEVEN DAYS BEFORE THE FORMAL CITY COUNCIL MEETING WITH ALL REQUIRED SIGNATURES COMPLETE THIS FORM PER M.P. 1908.

1. To the City Manager:

DATE June 11 19 91

THE FOLLOWING COUNCIL ACTION IS HEREBY REQUESTED: ORDINANCE RESOLUTION FORMAL ACTION.

AGREEMENT WITH THE STATE OF ARIZONA
 SQUAW PEAK HIGHWAY: GLENDALE AVENUE TO NORTHERN AVENUE
 LANDSCAPE MAINTENANCE AGREEMENT
 (Council District #3)

This request authorizes the City Manager to sign an agreement with the State of Arizona through its Department of Transportation (ADOT) which defines the responsibilities associated with the design, construction, and maintenance of the landscaping along the Squaw Peak Highway from Glendale Avenue to Northern Avenue.

ADOT will provide design plans, specifications, and documents required for construction of this project and will fund and construct the project.

The City shall provide water for all landscaped areas of the freeway within the limits described. The City shall maintain the landscaped areas that are not within ADOT's access control. The City shall waive water development fees and shall install necessary water services at ADOT's expense.

ADOT shall maintain the landscaped areas that are within the access control.

2 Bid Bond (Surety) Required?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	3 Bond submitted by low bidder?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	4 Performance Bond (Surety) Required?
				\$ <input type="checkbox"/> NO

5 SOURCE OF FUNDS:

FY 91-92	INDEX CODE 2, 0, 3, 0, 5, 9 SUBOBJECT 2, 3, 0, 0	PROJECT	12. Recommended by: <i>R. Bortfeld</i> Department/ Function Street Transportation/Freeway coordination Division Head Signature
3,000.00	<input checked="" type="checkbox"/> BUDGETED <input type="checkbox"/> SUPPLEMENTAL <input type="checkbox"/> CONTINGENCY		Department Head Signature <i>R. Bortfeld</i> Street Transportation Director

6 Emergency Clause? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	7 Requested by: R. Bortfeld 55817	8 WP Document #: 02067	13 Approved as to availability of funds: <i>City, Dept.</i>
IF LESS THAN FIVE COUNCIL MEMBERS ARE PRESENT: <input type="checkbox"/> CONTINUE ONE WEEK <input type="checkbox"/> ADOPT WITHOUT EMERGENCY CLAUSE	9 Desired Agenda Date: 6/26/91	14. Approved: <i>Jack Turb</i>	MANAGEMENT & BUDGET DIRECTOR

10 Formal contract required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	11 Requisition #: _____	12 Previous contract #: _____	Deputy CITY MANAGER <i>Jack Turb</i>
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15 Council action taken: APPROVED	Formal action: RESOLUTION NO. _____	ORDINANCE NO. _____	DATE 6/26 91
CONTRACT NO. 59577		CITY CLERK'S FILE NO. F-2766/1405	
CONTRACT NO. 4942			

PROPOSED MAINTENANCE EXHIBIT

ADOT Construction Project RAM-600-2-505/51 MA 5

Glendale Ave. to Northern Ave.

This exhibit defines the areas of maintenance responsibility for the Arizona Department Of Transportation and the City of Phoenix. The delineated areas apply to responsibilities for maintenance of landscape plant material, inert ground cover and automatic irrigation systems.

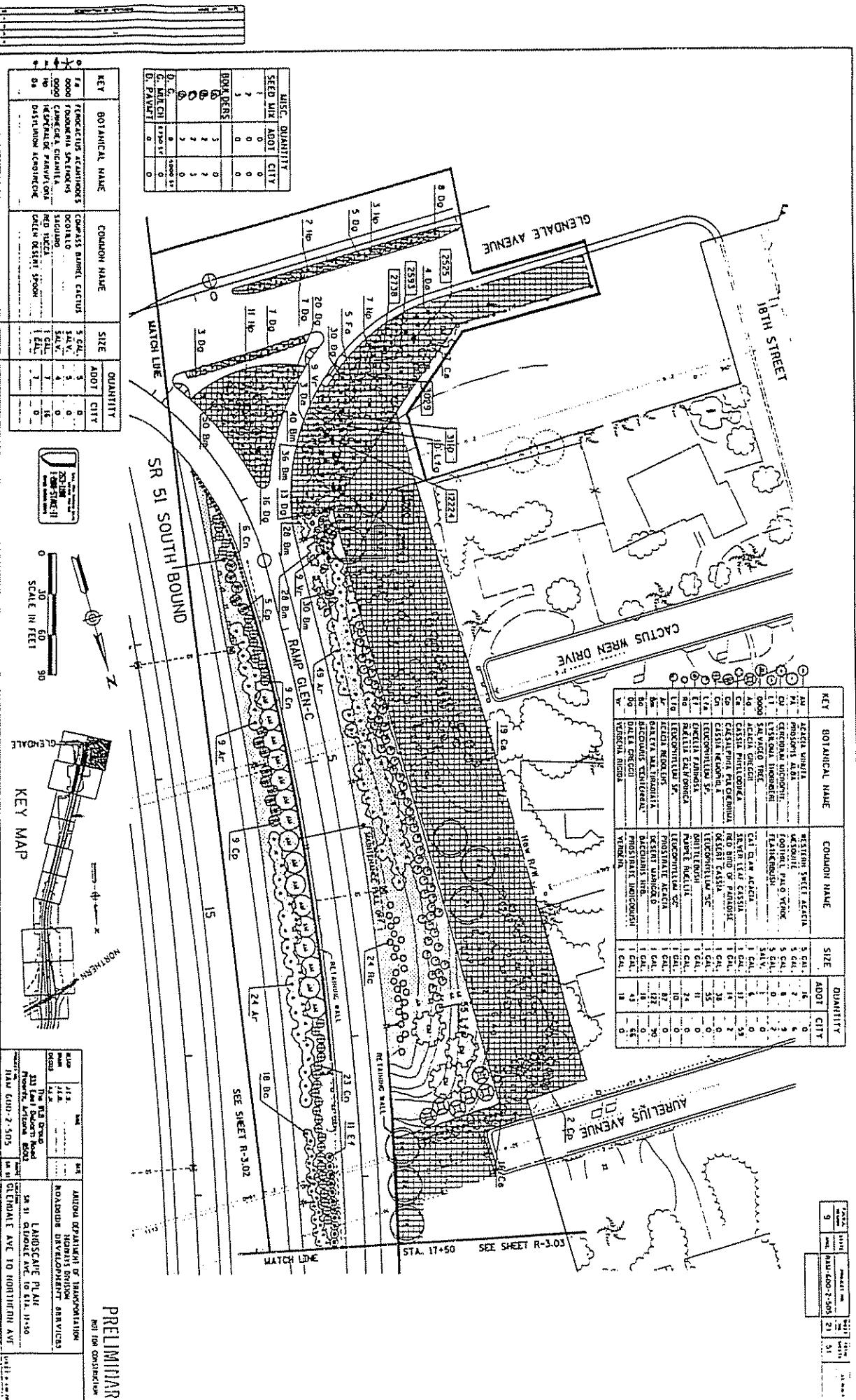
Department of Transportation Maintained Areas

AREA = 14.32 ACRES

City of Phoenix Maintained Areas

AREA = 15.80 ACRES

NAME		MR. & MRS. ROBERT DODSON	401 PARK AVENUE OF TRANSPLANTATION
ADDRESS		ADULT HOMELESS DEVELOPMENT SERVICES	
CITY		CLAREMONT	
STATE		CALIFORNIA	
ZIP CODE		91711	
PHONE NUMBER		HAWAII 600-2-505	
NAME		CLAREMONT AVE TO HOMESTEAD AVE	
ADDRESS		INTERSECTION	
CITY		CLAREMONT	
STATE		CALIFORNIA	
ZIP CODE		91711	
PHONE NUMBER			



PRELIMINARY

MATCH LINE

STA 17+50 SEE SHEET R-3.01

KEY	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY
A	ADOT CITY			
DODD	SAN VIEGO TREE	SMV.	0	3
C	CELESTINA FLORIDA	BIG PALO VERDE	3 GAL.	0
CU	CELESTINA MICRORHIZA	FOOTBALL PALO VERDE	3 GAL.	0
O	END OF SSS LINE ANTS.	DESERT WALON	5 GAL.	0
P	PHOENIX ALBA	MESQUITE	3 GAL.	0
L	LIMA DIA THOMSONI	FEATHERBUSH	5 GAL.	4
T	COCONUT	DESERT CASSIA	1 GAL.	0
G	GLASS MULBERRY	YUCA	1 GAL.	3
E	EMELIA FARNESIA	BEST TULIP	1 GAL.	11
I	LARREA DIVARICATA	CREOSOTE	1 GAL.	24
LQ	LEUCOPHYLLUM SP.	LEUCOPHYLLUM	1 GAL.	62
R	REACH REQUESTS	PROSTATE ACORN	1 GAL.	0
SC	SACCHARUM SINTENSIFOLIA	BUCKTHORN HAWK	1 GAL.	32

SR 51 NORTH BOUND

20

KEY MAP

PRELIMINARY

NOT FOR CONSTRUCTION

HATCH LINE

SEE SHEET R-3.04

25 SEE SHEET R-3.04

MANAGEMENT PLAN

HATCH LINE

SEE SHEET R-3.05

26+00

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SEE SHEET R-3.05

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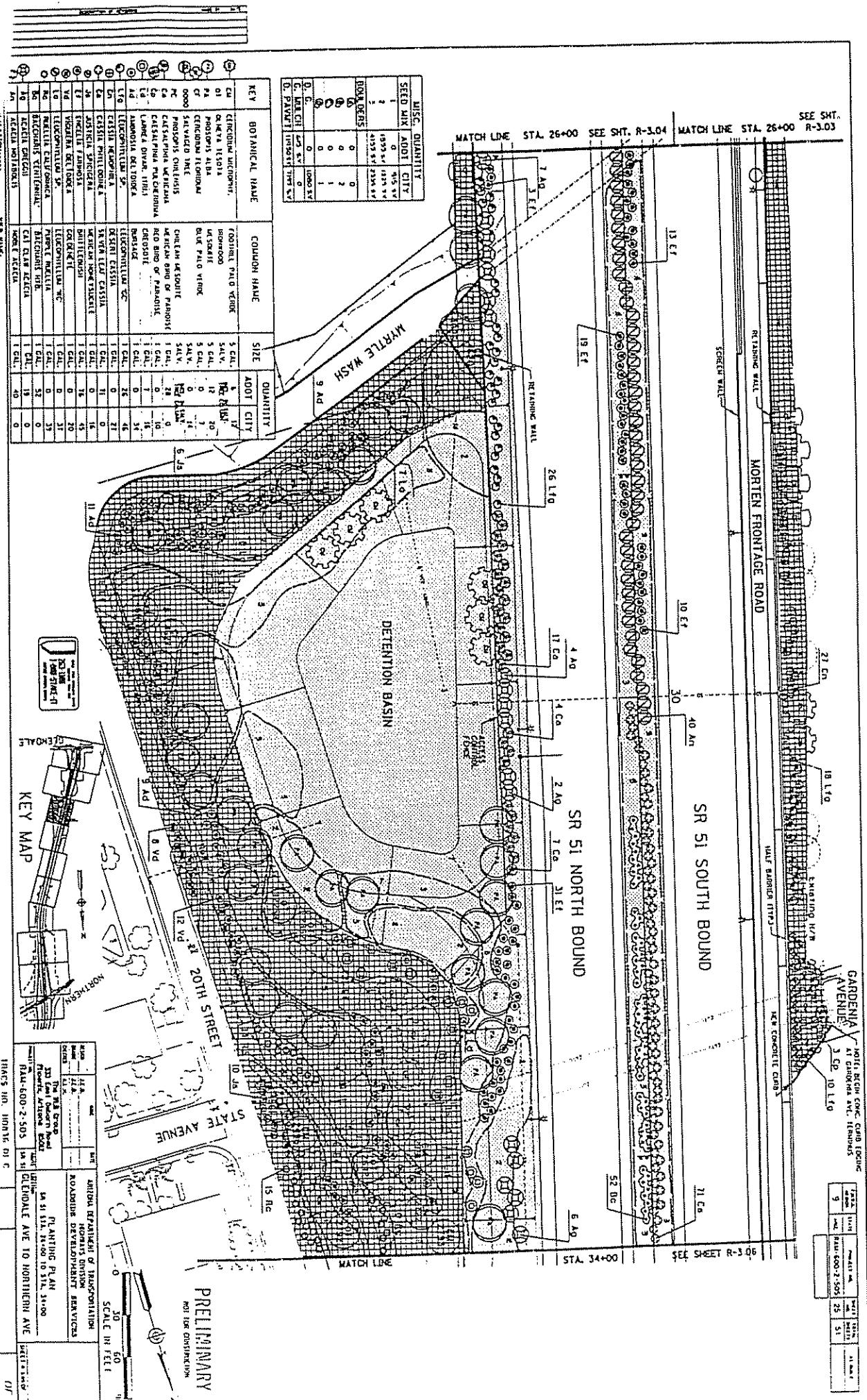
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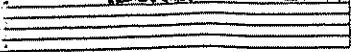
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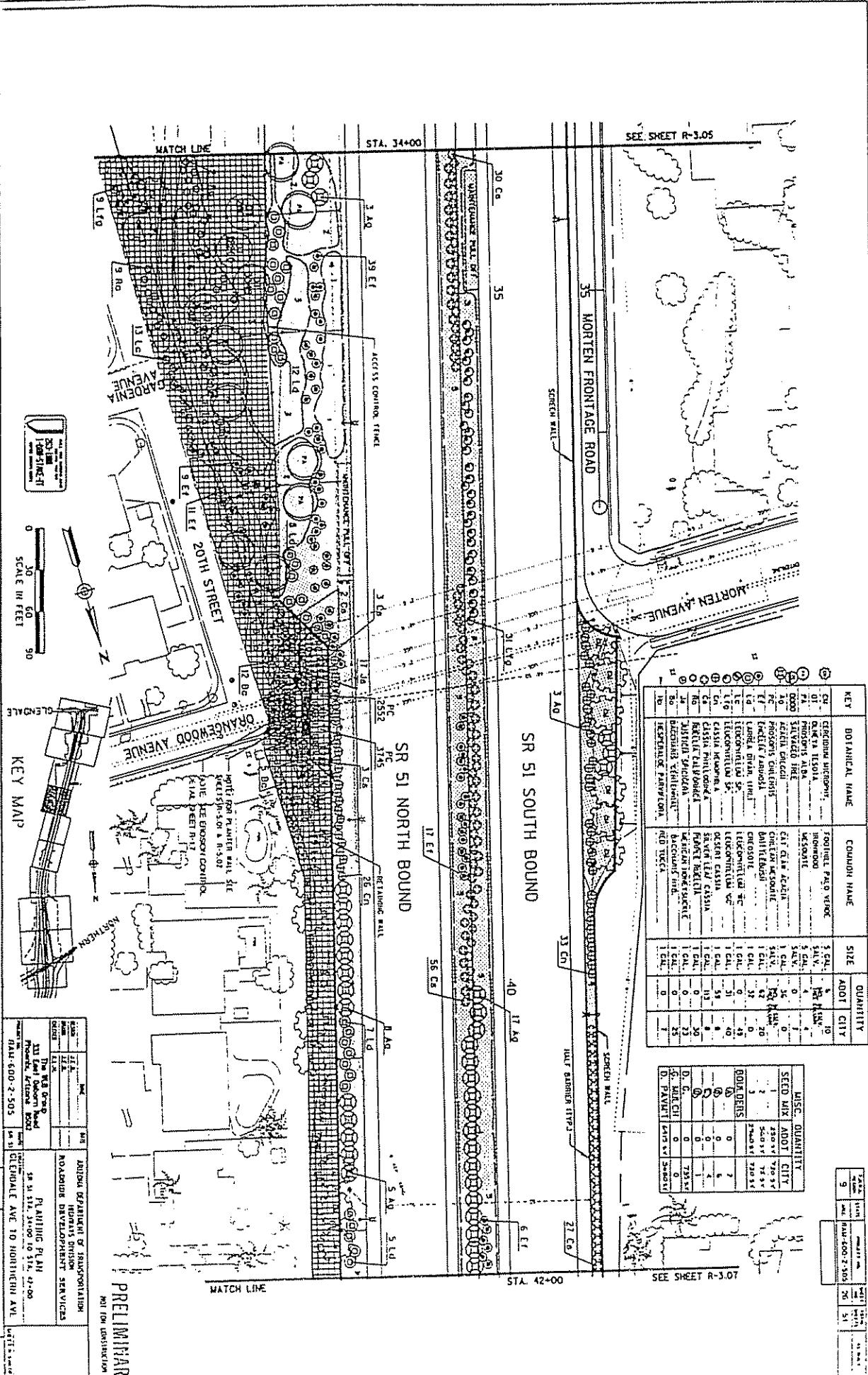
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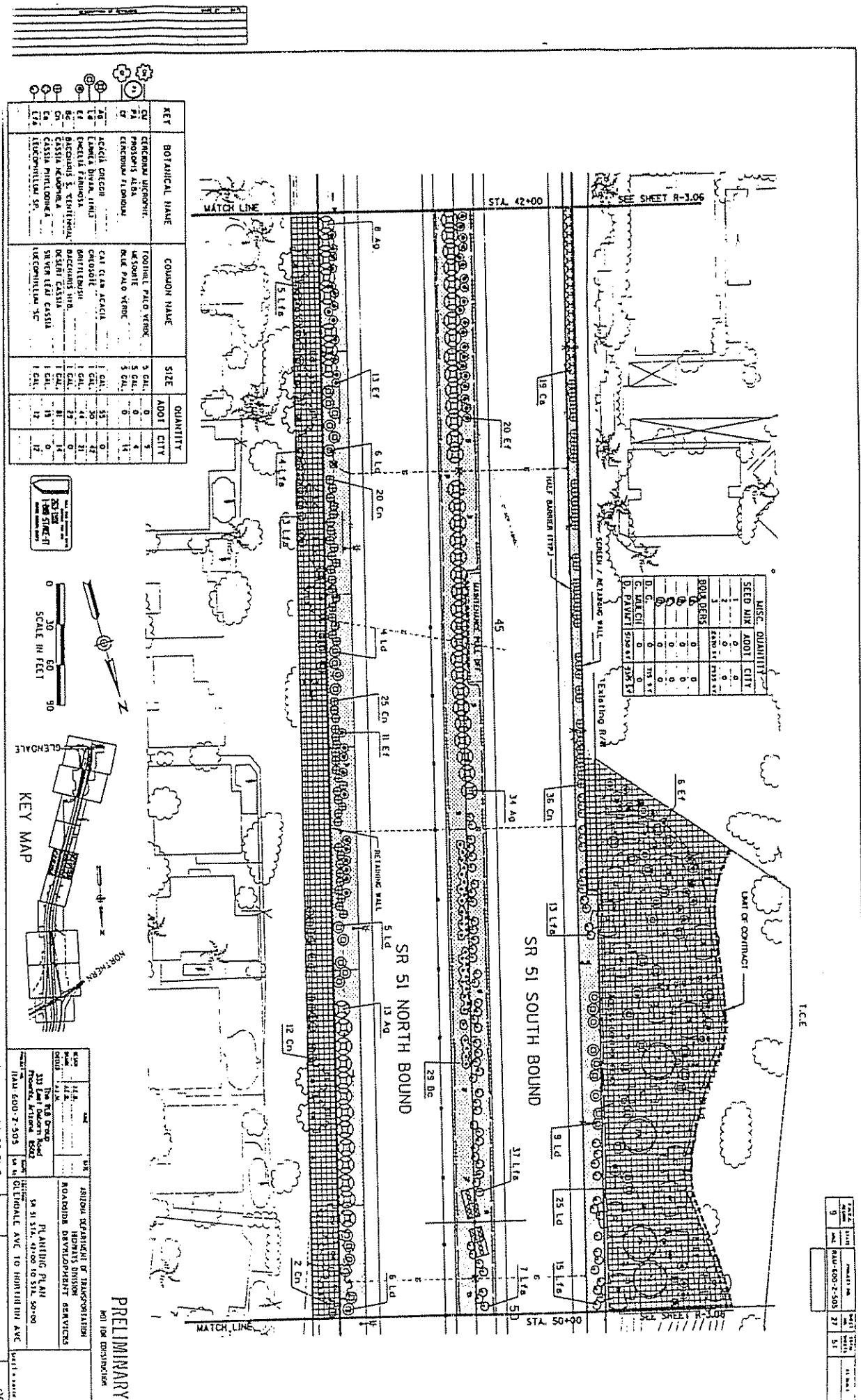


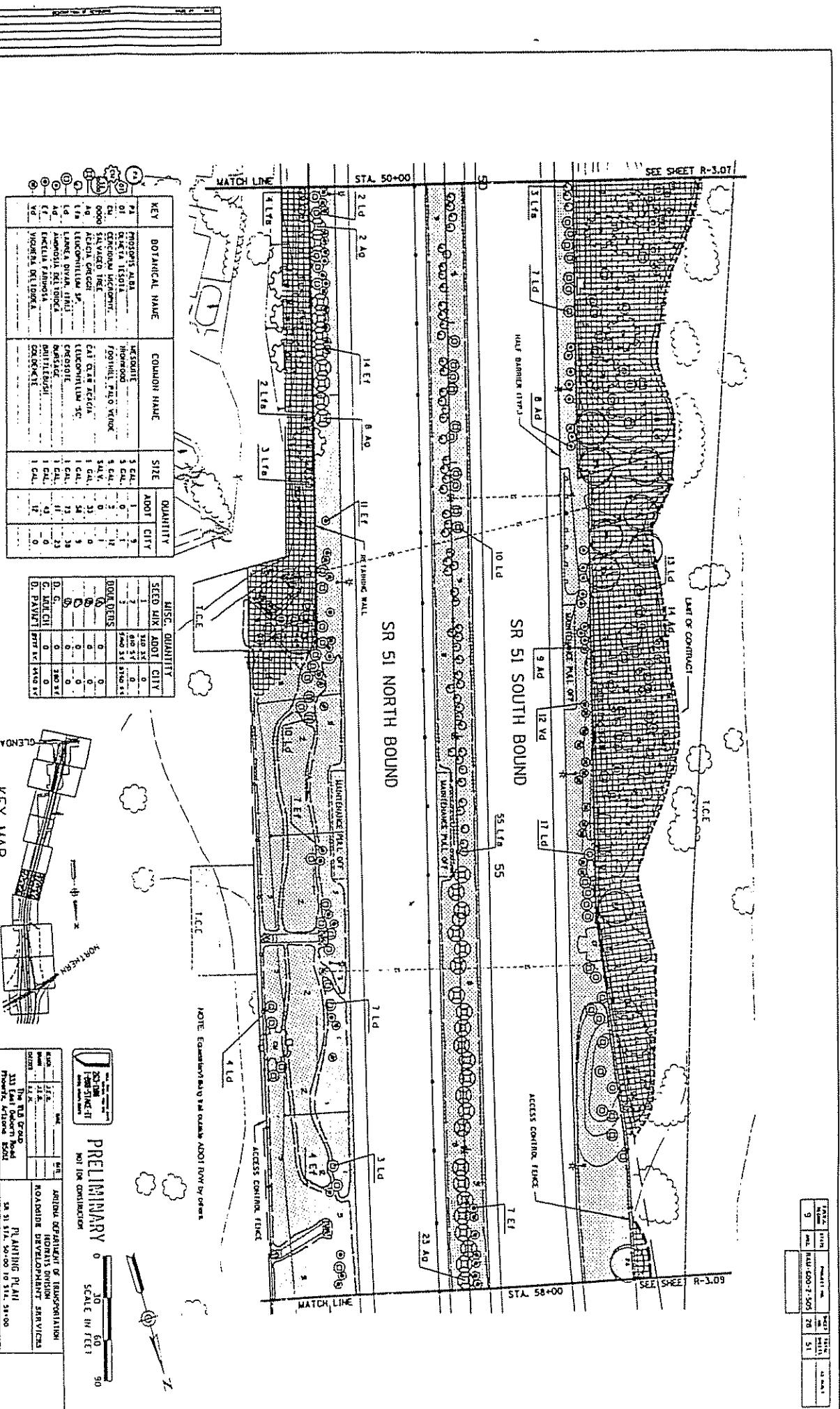


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KEY	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY		MISC. QUANTITY
				ADOT	CITY	
PA	PROSOPIS ALBA	MESQUITE	3 CAL.	7	0	720 YD 100 FT 100 FT
CH	CEBICERUS ANDROPHE	POPPY, PEALE YELOC.	5 CAL.	6	2	100 FT 100 FT
AG	ACACIA CIRCIN	CL CLAW ACACIA	1 CAL.	5	0	0
DA	DALBERA POLYCARPA	DALEA POLYCARPA	1 CAL.	0	0	0
LA	LAMIA GLAVAN. TINCTORIA	LAMEA GLAVAN. TINCI	1 CAL.	3	0	0
LY	LYCOPHIS FRANOSA	LYCOPHIS FRANOSA	1 CAL.	0	0	0
VI	VITEX AGNUS CAUDA	VITEX AGNUS CAUDA	1 CAL.	0	0	0
AS	ASPENOSA DEL TOUCHE	ASPENOSA DEL TOUCHE	1 CAL.	0	0	0
BR	BURSAPEX	BURSAPEX	1 CAL.	0	0	0
GD	GARDENIA	GARDENIA	1 CAL.	0	0	0
PA	PANAYI	PANAYI	1 CAL.	0	0	0

SEE SHEET R-3.08

T.C.C.

100' R/W

9' L

8' Vd

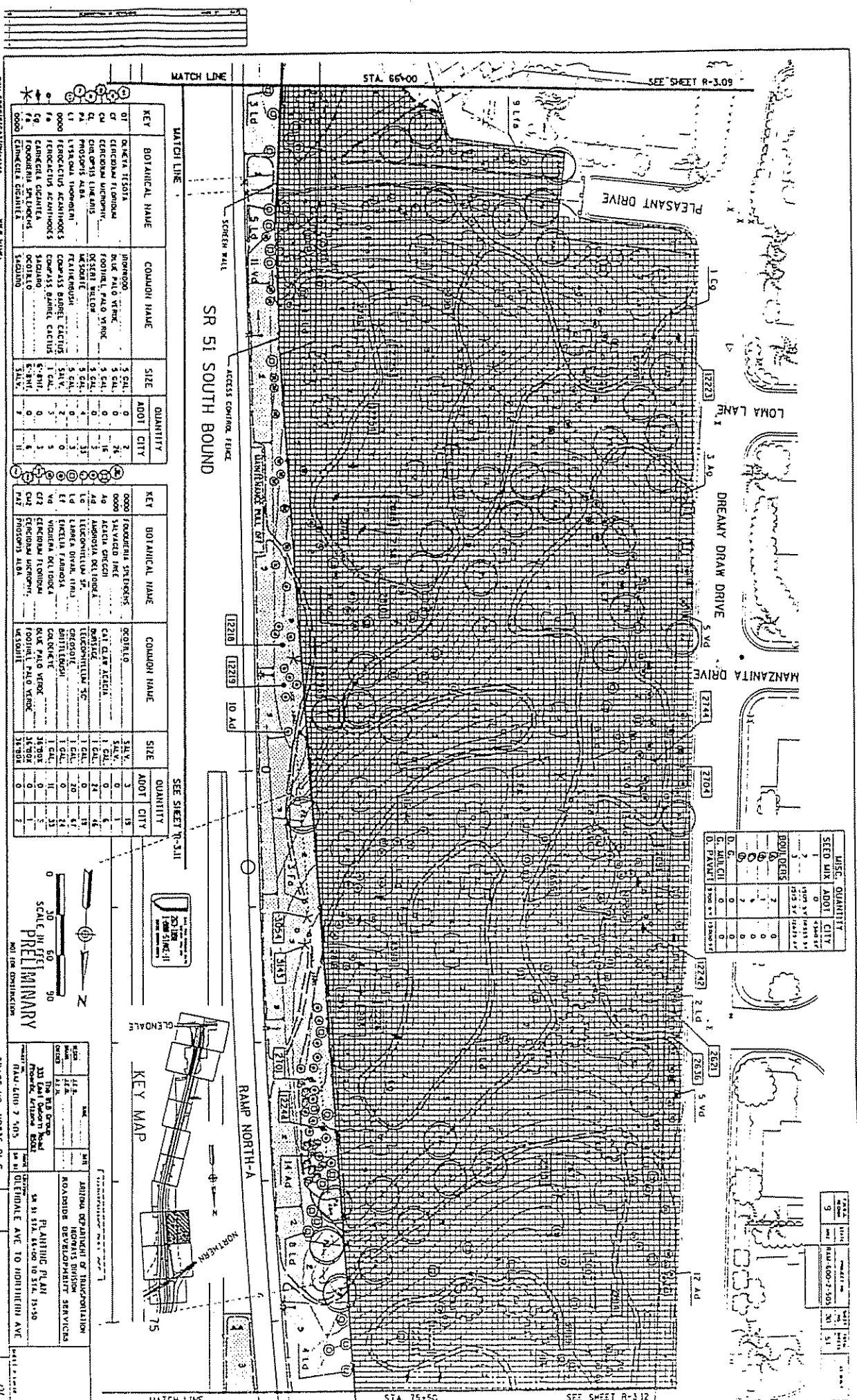
100' R/W

12' L

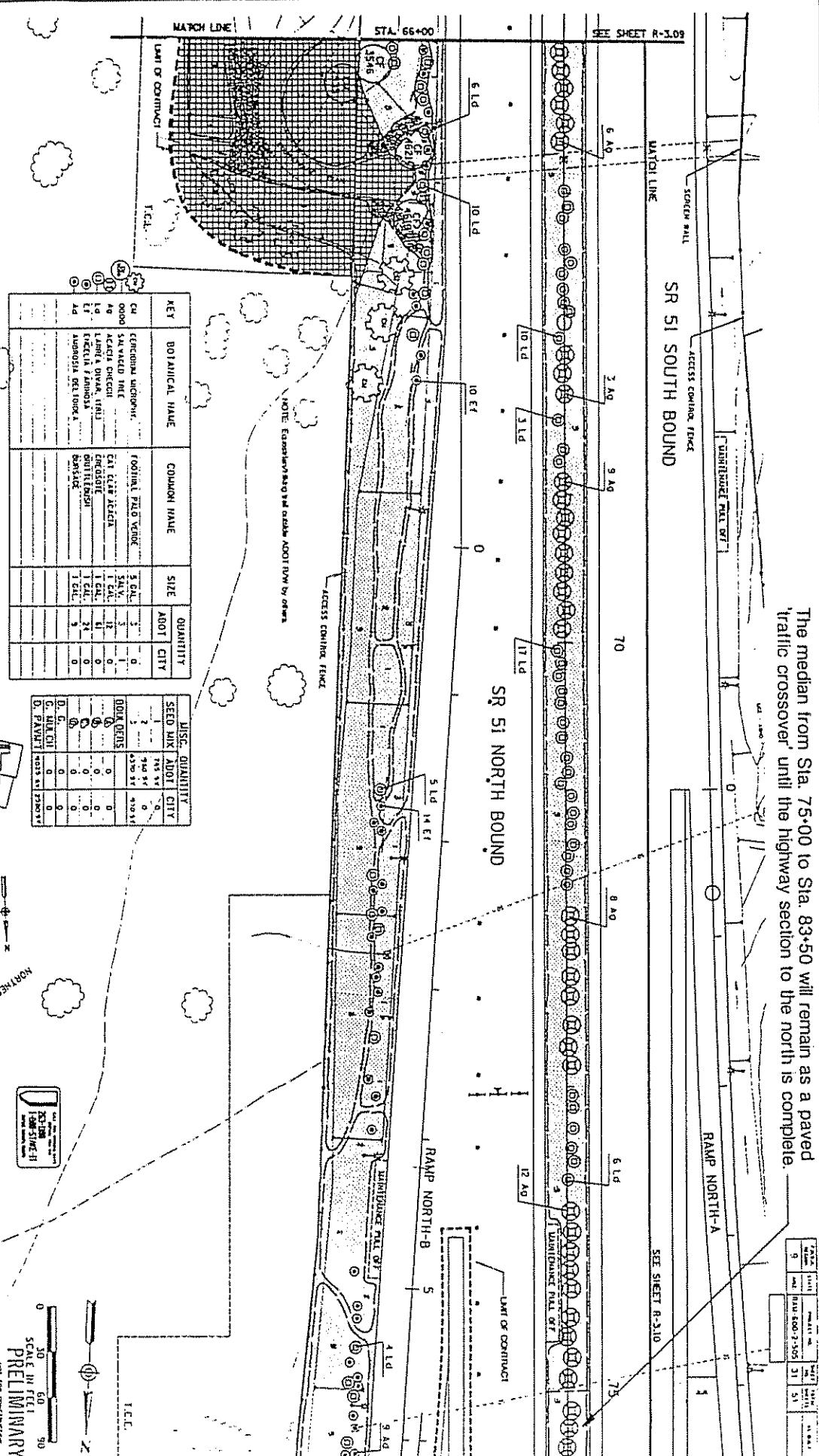
20' Vd

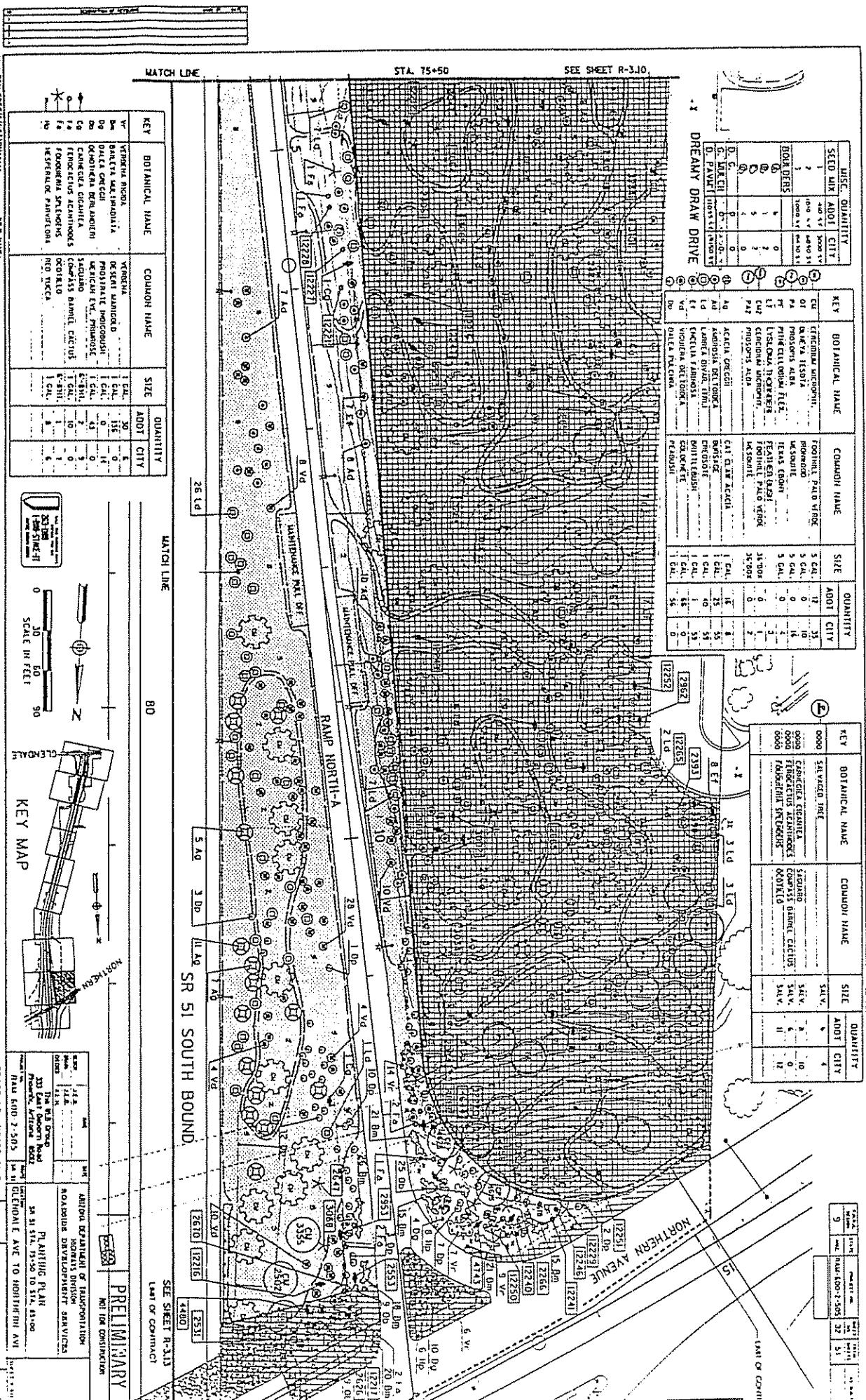
100' R/W

12' L



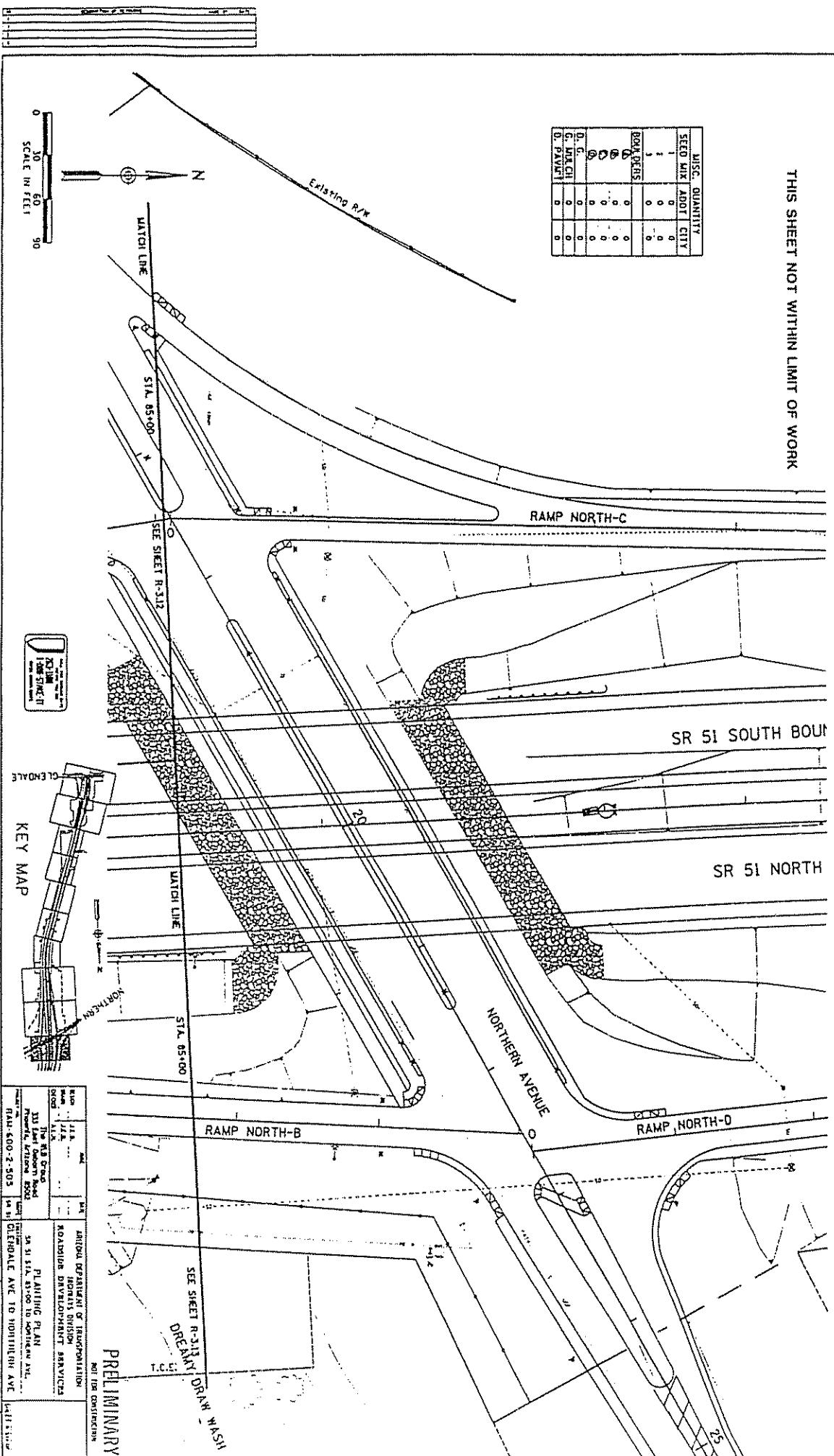
The median from Sta. 75+00 to Sta. 83+50 will remain as a paved 'traffic crossover' until the highway section to the north is complete.





THIS SHEET NOT WITHIN LIMIT OF WORK

MISC.	QUANTITY	SEED MIX	ADDT.	CITY
1	0	0	0	
3	0	0	-6	
BEAVERERS	0	0	0	
D. C.	0	0	0	
G. W. CH.	0	0	0	
D. PAINT	0	0	0	





Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert E. Corbin

Grant Woods

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR91-1757, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 8th day of August, 1991.

GRANT WOODS
Attorney General

A handwritten signature in black ink, appearing to read "James R. Redpath".

JAMES R. REDPATH
Assistant Attorney General
Transportation Section